

Belle Plaine CSD

Teamsters #238 (Mixed)

7/1/2006

6/30/2007

BELLE PLAINE CSD / TEAMSTERS # 238 (MIXED) 06-07

AGREEMENT BETWEEN

BELLE PLAINE COMMUNITY SCHOOL DISTRICT

AND

CHAUFFEURS, TEAMSTERS, AND HELPERS LOCAL UNION NO. 238

JULY 1, 2006 TO JUNE 30, 2007

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ARTICLE 1  
RECOGNITION AND DEFINITIONS

1-1.

The Belle Plaine Board of Education hereby recognizes Chauffeurs, Teamsters and Helpers, Local Union No. 238, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America as the certified exclusive bargaining representative for all personnel as set forth in the Public Employment Relations Board (PERB) certification instrument (Case No. 2797 issued by the PERB on December 12, 1984.

The unit described in the above certification is as follows:

INCLUDED: All full-time and regular part-time certified personnel including but not limited to secretaries, para-professionals, teacher associates, custodians, maintenance personnel and bus drivers.

EXCLUDED: All full-time and regular part-time professional personnel, including, but not limited to class-room teachers, guidance counselors, librarians, nurses, Title I teachers, superintendent, principals, board of education secretary, superintendent's secretary, all hot lunch personnel, and all those excluded by Section 4 of the Act.

1-2.

The term "Board or District", as used in the Agreement, shall mean the Board of Education of the Belle Plaine Community School District or its duly authorized representative.

1-3.

The term "Union", as used in this Agreement, shall mean Chauffeurs, Teamsters, and Helpers, Local Union No. 238, an affiliate of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, or its duly authorized representative.

1-4.

The term "Employee", as used in this Agreement, shall mean all employees represented by this Union in the bargaining unit as defined and certified by the PERB.

1-5.

The term "Full-time Employee", as used in this Agreement, shall mean an individual who is employed 29.5 hours or more per week.

1-6.

The term "Part-time Employee", as used in this Agreement, shall mean an individual employed less than 29.5 hours per week.

1-7.

The term "Casual Employee", as used in this Agreement, shall mean an individual who works on call and without a contract. These employees are not covered by this agreement.

## ARTICLE 2 WORK DAY AND WORK WEEK

### 2-1. WORK DAY

The present work schedule will not change substantially, but the Board will retain the right of flexibility in scheduling workday and workweek. If a substantial change becomes necessary, the Board shall notify the union ten days prior to any change.

## ARTICLE 3 GRIEVANCE PROCEDURE

### 3-1. PURPOSE

The purpose of this procedure is to secure, at the earliest possible level, equitable solutions to the problems, which may from time to time arise under this Agreement. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.

### 3-2.

At all steps of a grievance the employer and the grievant shall have the right to have representatives attend any meeting required to resolve the grievance.

### 3-3.

It is agreed that any investigation or other handling or processing of any grievance by the grieving employee or his/her representative shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the grieving employee. The Board shall solely determine whether interference has occurred under this paragraph.

### 3-4.

If any employee files any claim in any forum other than the grievance form set forth in this agreement, then the District shall not be required to process the same claim or set of facts through the grievance procedure.

### 3-5.

The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The failure to act on any grievance within the prescribed time limits shall constitute a waiver of the alleged grievance and will act as a bar to further appeal. An administrator's failure to give a decision within the prescribed time limits shall permit the grievant to proceed to the next step. The time limits may be extended by mutual agreement.

### 3-6. DEFINITIONS

Grievance: A grievance shall mean only an allegation that there has been a violation, misinterpretation, or misapplication of any of the specific provisions of this Agreement.

Grievant: As used herein, a "grievant" is the person(s) making the allegation.

Day: As used herein "day" shall mean calendar day. The time limits provided herein may be extended by mutual agreement.

### 3-7. PROCEDURES

#### Step 1

Informal: An attempt shall be made to resolve any grievance under this Article through an informal discussion between the grievant and his/her immediate supervisor. If requested by the allegedly aggrieved employee, the recognized Union representative may be present in this informal discussion.

#### 3-8.

Step 2: If the grievance cannot be resolved informally, the grievant may file a grievance, in writing with the immediate supervisor within seven (7) days after the date that the person has knowledge or should have had knowledge of the occurrence of the alleged violation. The written grievance shall state the nature of the grievance, reciting the specific clause or clauses of this agreement, which have been allegedly violated and shall state the remedy requested.

The immediate supervisor shall make a decision on the grievance and communicate it in writing to the employee within seven (7) days after receipt of the written grievance.

#### 3-9.

Step 3: In the event a grievance has not been satisfactorily resolved at Step 2, the grievant may file the grievance in writing within seven (7) days after receipt of the Step 2 decision, with the Superintendent. In the event the Superintendent was the immediate supervisor at Step 2, the grievant may bypass step 3 and proceed to Step 4.

The Superintendent shall make a decision on the grievance and communicate it in writing to the employee within seven (7) days after receipt of the written grievance at step 3.

#### 3-10.

Step 4: If the grievance is not resolved satisfactorily in Step 3, there shall be available a fourth step of final and binding arbitration. To enter such arbitration, the union shall submit a written request to the Superintendent within fourteen (14) days from receipt of the Step 3 answer.

A joint letter will be mailed requesting the Federal Mediation and Conciliation services of PERB to submit a list of five (5) arbitrators. Within seven (7) days of receipt of the list the two parties shall alternately strike one name at a time from the panel until one name remains. A flip of the coin will decide who strikes first.

3-11.

The decision of the arbitrator regarding the grievance on the contract under the grievance was filed shall be submitted in writing within twenty (20) working days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision of the arbitrator shall be binding on the parties.

The arbitrator shall have no power to alter, change, detract from or add to the provisions of the Agreement, but shall have power only to apply and interpret the provisions of this Agreement to the settlement of issues and grievances arising hereunder.

Each party shall bear its own cost and expense of the arbitration proceeding excluding the fee of the arbitrator, which shall be shared equally by the employer and the Union.

See Form A – Grievance Report

#### ARTICLE 4 WAGES AND SALARIES

4-1.

Pay Period: Each employee shall be paid on the twentieth (20) day of each month based upon the amount of hours turned in on his/her time card. If the 20<sup>th</sup> falls on a holiday or weekend, the employee will be paid on the last workday preceding the holiday or weekend.

4-2.

Summer paychecks for full-time and part-time employees will be mailed to the address designated by the employee or the check may be picked up in the Board secretary's office on the designated payday.

4-3.

Placement on Salary Schedule: Each employee shall be placed on the proper step of the salary schedule as of the effective day of this agreement. (Please refer to Schedules A, B, C, D, at the end of this agreement.) The district has the discretion of placing new employees on the salary schedule at various steps based on previous experience in a similar job at other businesses.

4-4.

Overtime Compensation: Employees on hourly rates shall be compensated for authorized overtime work by payment at time and a half. By mutual agreement of the employer and the employee, compensation time, calculated at time and a half, may be given in lieu of overtime pay. A maximum of eighty (80) hours of compensation time may be accumulated by any employee.

Overtime shall be defined as all hours worked in excess of eight (8) hours in any day or forty (40) hours in any week.

Combination jobs and wage rates that are applicable may be changed on an individual basis to comply with the "Fair Labor Standards Act."

4-5.

In 2006-07, there will be an across the board increase of 3.5% for Associates, Secretaries, and Custodians, and a 4.5% across the board increase for Bus Drivers.

## ARTICLE 5 EMPLOYEE HOURS AND DUTIES

5-1.

The standard hours during the work year for a full-time maintenance, custodian or bus driver/custodian combination employee shall consist of fifty-two (52) weeks of forty (40) hours each. An employee's working hours shall be determined by the responsible administrator.

5-2.

The standard hours during the work year for teacher associates will be seven (7) hours per day for 189 days with individual hours to be determined by the responsible administrator.

5-3.

The standard work year for bus drivers will be 360 trips for 180 days.

5-4.

The standard hours during the work year for secretaries will be eight (8) hours per day for 195 days and seven (7) hours per day for twenty days with individual hours to be determined by the responsible administrator.

5-5.

All full-time and part-time employees shall receive an unpaid lunch period of thirty (30) minutes during his/her shift. The time of such lunch period may vary daily.

5-6.

All full-time and part-time employees shall receive a paid break time not to exceed thirty (30) minutes each day. The break time may be taken all at once or be split into two breaks, with the approval of the responsible administrator.

## ARTICLE 6 SUPERVISION AND EVALUATION OF PERSONNEL

6-1.

All original appointments shall be subject to the serving of a probationary period, which for Union personnel will be 180 working days from date of hire.

6-2.

Probationary employees may be separated for any cause by the Board during the probationary period without appeal. The Board may discharge any such probationary employee without notice to the Union.



6-3.

A probationary employee will acquire permanent status unless the employer notifies the employee by the close of the last business day of the employee's probationary period, that the employee failed to qualify for permanent status.

6-4.

Evaluation: Staff members will be evaluated a minimum of two times during their probationary period.

Non-probationary employees will be evaluated a minimum of once every three years, however this does not prevent the responsible supervisor/administrator from doing more than one evaluation during the three-year cycle. All evaluations will be completed by April 1<sup>st</sup> of each school year, unless by mutual agreement, the employee and the supervisor/administrator agree to an extension of the April 1<sup>st</sup> deadline.

## ARTICLE 7 DUES DEDUCTION

7-1.

Any employee who is a member of the Union, or who has applied for membership, may sign and deliver to the Board Secretary an assignment form authorizing payroll deductions for Union dues and initiation fee. The Union has the responsibility for collecting the dues authorization forms and providing an alphabetical list of employees for whom dues are to be deducted, indicating the amount to be deducted. These forms are to be presented to the office prior to the beginning of the employee's pay period.

7-2.

The authorization for dues deduction shall continue in effect during the year unless revoked by the employee in writing by a notice to the Board Secretary. Deductions will discontinue in the pay period following receipt of such notice.

7-3.

The Board shall transmit to the Union the total monthly deduction for dues within ten (10) days following each regular pay period to the individual designated by the Union.

7-4.

The Union, its successors or assigns, agrees to indemnify and hold the employer harmless against any and all claims, demands, suits, orders, damages, or judgments brought or issued against the employer as a result of any action taken by the employer at the request of the Union or by reason of action taken in reliance on individually authorized deduction forms furnished to the employer by the Union.

ARTICLE 8  
BENEFITS

8-1.

The employer will pay monthly benefit dollars in the amount of \$418.18, plus \$90, pro-rated over a 12-month period based on the employee's job classification. The pro-rated amounts will include a 25% increase in the final one, two, or three months of the benefit year.

The pro-rated benefit dollars will be in the following amounts and be distributed over a 12-month period.

• 12-month employees:	\$434.39
• 10-month employees:	\$370.50
• 9-month employees:	\$340.74

8-2.

Benefit dollars are paid to employees in the form of cash on gross pay.

Employees may use these benefit dollars for the following:

- Medical Coverage (Single or Family policy)
  - \$100 deductible (current cost \$418.18/\$1,065.15)
  - \$500 deductible (current cost \$376.41/\$958.78)
  - \$750 deductible (current cost \$357.73/\$911.15)
- Tax-Sheltered Annuity (TSA)
- Receive benefit amount in cash

Employees may apply benefit dollars to one, or a combination of the TSA and cash options. Employees who choose to receive all or any part of their benefit dollars through a TSA or straight cash will pay the appropriate tax liabilities.

Payroll deductions for medical coverage and TSA will be deducted from employee's salary upon written authorization to do so. Payroll deduction will be for twelve months, beginning with the June payroll.

All insurance benefits are subject to the rules, regulations, and policy terms of the insurance company providing such coverage. Ineligible employees shall be so advised at the time of employment. Medical coverage will not be provided for any employee who cannot qualify under the terms of the insurance carrier.

8-3.

Bus drivers are not eligible for benefit dollars paid by the board. They may however, participate in the district's benefit plan by paying the appropriate amount for the option chosen. The amount will be deducted from the employee's salary upon written authorization to do so.

8-4.

Full-time employees will be covered by a long-term disability insurance policy paid for by the Board. The monthly income benefit will be an amount equal to 60% of 1/12 of the employee's annual salary to a maximum benefit of \$4,500, less any payments for that month in which the employee or employee's dependents are eligible under the federal social security act.

The qualifying period will be ninety (90) calendar days and benefits will be coordinated with accumulated sick leave days. The maximum benefit period will be to age 65, with an overall income limit of 75% of covered compensation. The minimum monthly benefit is \$50.

Total disability will be interpreted to mean the employee is unable to perform any and every duty of the employee's occupation during the first twenty-four (24) months of disability due to bodily injury or sickness, and thereafter to engage in any work or occupation for which the employee is reasonably fitted by education, training, or experience, and further providing that while disabled, the employee does not engage in any other employment for wage or profit. Benefits will not be provided for disability to intentionally self-inflicted injury or any other reasons excluded from coverage in the insurance policy.

8-5.

An employee who chooses not to take single or family coverage with the insurance carrier on the date of eligibility may apply for single and family coverage at a later date. However, coverage for either single or family members will only be provided if the employee and family members can qualify for insurance coverage under the terms and regulations of the insurance carrier.

8-6.

Only full-time employees as designated in Article 1 will be eligible for benefit dollars paid by the Board.

## ARTICLE 9 SENIORITY

9-1.

Seniority shall be determined by an employee's length of continuous service within a job classification with the Belle Plaine Community School District.

9-2.

Seniority lists will be maintained in four job classifications: custodians and maintenance, secretaries, teacher associates, and bus drivers. An individual employee may be listed on more than one job classification list if he/she performs duties for the district in more than one classification (i.e. bus driver/custodian).

9-3.

Upon completion of the probationary period, an employee shall be placed on the seniority list in the appropriate job classification as of original date of hire.

9-4.

A copy of the seniority list will be furnished to the Union Business Agent within thirty (30) days after the effective date of this Agreement and on or before September 1 of each succeeding year. Within sixty (60) days of the effective date of this Agreement, the Union must protest any errors or omissions from the lists.

Each subsequent year, the Union will have thirty (30) days after September 1 to file objections to only additions or deletions from the lists.

9-5.

Seniority shall be administered within the four job classifications.

9-6.

An employee's seniority shall be broken by resignation, discharge, retirement or a continuous period of lay-off in excess of twenty-four months. Also failure to secure proper leave(s) of absence, failure to return after being recalled from lay-off, and an unexcused absence in excess of three consecutive days from work will break seniority.

9-7.

An employee's seniority ceases to accumulate while the employee is laid off as a result of reduction in force. If an employee who is laid off returns to work within two (2) years, the employee's previously earned seniority will be reinstated.

9-8.

The Board shall issue individual salary agreements to all employees. An employee who fails to return a signed salary agreement with twenty (20) days after it is tendered shall be terminated. Such termination shall result in a loss of all accumulated seniority.

## ARTICLE 10 STAFF REDUCTION

10-1.

Whenever a reduction in employees is deemed necessary by the Board, the procedure set forth in this article shall be followed.

10-2.

The Board will first determine the number of employees to be reduced and then will determine the individual employees to be reduced in accordance with the following:

10-3.

Normal attrition resulting from employees retiring or resigning will be relied upon to the extent it is administratively feasible.

10-4.

The remaining employees to be reduced will be selected by the Board, taking into account both on an individual basis and in comparison to other employees, factors, such as length of service with the Board, the individual employee's area of certification, training, demonstrated professional competency, as previously and currently evaluated by the responsible administrator, and past and potential contribution to the district. When all the above factors are equal, the person of least seniority shall be reduced. A dispute as to the selection of the employee to be reduced may be grieved under the grievance procedures set out in Article III.

10-5.

Seniority as used in staff reduction shall be as defined in Article IX of this Agreement.

10-6.

If possible, at least two weeks prior to the scheduled layoff, the school district shall provide a written notice to the Union and to each employee who may possibly be affected.

10-7.

Employees shall be recalled according to seniority, within their job classification, if they are qualified for the position to be filled. In the event two (2) or more employees who are qualified to fill vacancies were laid off on the same date, the Board shall select the employee to fill the vacancy taking into account so far as practical, employee's training, ability to perform the work, qualification evaluations and service to the District. The same factors used to determine layoff will be used to determine the order of recall, as set forth in Article 10-4.

10-8.

An employee selected for recall will be informed by the Board of his/her re-employment in writing. Such written notice shall specify the position to which the employee is being recalled and the date of such recall. Within five (5) calendar days after the employee receives notice or re-employment he/she must advise the Board in writing that he/she will be able to commence employment on the date specified in such notice. Any such notice shall be considered received by an employee when mailed, registered mail, return receipt requested, to the last known address of the employee in question as shown on the school district's records. It shall be the responsibility of each employee on the lay-off to keep the District advised of his/her current address. Any and all re-employment rights granted to an employee shall terminate upon such employee's failure to accept within five (5) calendar days any position offered to him/her. Copies of recall notices will be sent to the union representative.

10-9.

An employee may retain district insurance coverage during the period of layoff by paying the premium in full to the school district for a period of months as determined by COBRA law. Payments may be made in regular monthly installments by the designated monthly pay period.

ARTICLE 11  
TRANSFER PROCEDURES

11-1.

All requests for transfers from one job classification to another shall be in writing and sent to the Superintendent or his/her designated representative within five (5) working days following the posting of such vacancy. The consideration of a job classification transfer will be based on training, ability to perform the work, qualifications, evaluations, and benefit to the District. When all the above factors are equal, transfers shall be done by seniority, with the most senior employee who requests transfer to the vacancy granted the open position. The District shall have the sole discretion and final decision in all cases of job classification transfers. Upon approval by the District, the employees shall be placed on the proper salary step according to the number of year's service within the category.

11-2.

The employer agrees to post a notice of each job vacancy that occurs provided that the vacancy is in a job classification, which will be permanent in nature. The notice for permanent job openings will be posted on a designated bulletin board in each of the school buildings for a period of five (5) working days. Any employee can request a transfer to the job opening by informing the employer in writing. Employees will be notified in writing of the disposition of their requests for transfer and upon request shall be provided with the reason for the disposition. The posting will include the duties of the position, the hours, and the minimum and maximum starting salary.

ARTICLE 12  
VACATIONS AND HOLIDAYS

12-1.

All twelve-month employees shall earn vacation time as follows:

- After one year of employment ..... 1 week
- After two to five years ..... 2 weeks
- After six to twelve years ..... 3 weeks
- More than twelve years ..... 4 weeks

Years of service will be figured from an employee's anniversary date. If an employee leaves before a year is completed, vacation time will be pro-rated by quarters for that year as follows:

- Leave during first quarter ..... .25 of time
- Leave during second quarter ..... .50 of time
- Leave during third quarter ..... .75 of time
- Leave during fourth quarter ..... 1.0 of time

12-2.

There shall be no accumulation of vacation time. Twelve-month employees may take their vacation at any time during the year, subject to the restrictions in the contract.

12-3.

No vacation days will be permitted two weeks prior to the start of the school term in August or September (unless otherwise mutually agreed to).

12-4.

The district will approve the final vacation schedule with the employee's length of service being the determining factor on dates selected for vacation.

12-5.

All twelve-month employees will be granted the following holidays:

Labor Day	Good Friday
Thanksgiving Day	Memorial Day
Friday after Thanksgiving	Fourth of July
Day before Christmas	
Christmas Day	
Day before New Years Day	
New Years Day	

12-6.

Teacher associates and secretaries will receive seven paid holidays per year, excluding the following days listed above: day before Christmas; day before New Years; and the Fourth of July.

12-7.

It is necessary for the Board of Education to designate or redesignate the school calendar for students for a given year, and, in so doing, it is sometimes necessary to schedule student attendance in the operation of the school system, on a listed holiday. It is therefore agreed that if this necessity occurs, employees will work on the designated student attendance day.

If it is necessary for employees to work on a holiday because students are scheduled for classes the affected employee will be given another day with pay. Said day off shall be by mutual agreement by employee and Superintendent.

## ARTICLE 13 LEAVES OF ABSENCE

13-1.

Sick Leave: Employees covered under this agreement shall be granted sick leave days in the following amounts:

First year of employment.....	10 days
Second year.....	11 days
Third year.....	12 days
Fourth year.....	13 days
Fifth year.....	14 days
Sixth and subsequent years of employment.....	15 days

Unused sick leave may be accumulated to a maximum of one hundred ten (110) days.  
(Memorandum of Understanding: Those employees hired prior to July 1, 2001 will maintain their 15 days of sick leave per year)

13-2.

A day of sick leave shall be that of the employee's normal workday. For employees working a six (6) hour day, a day of sick leave would be computed on a six-hour basis and similarly established for all individuals whose normal workday is less than eight (8) hours.

13-3.

An employee returning from any illness, of more than one day, whether or not sick leave benefits have been paid, may be required to furnish a physician's certificate of health prior to returning to work. This does not prevent the Board from taking appropriate disciplinary action in case of abuse.

13-4.

All sick leave benefits shall terminate and/or be forfeited upon termination or employment for any reason.

13-5.

Bereavement Leave: Employees absent due to death in immediate family.

An employee who is absent due to the death of: father, mother, brother, sister, spouse, or child shall be granted up to five days leave for such absence. An employee who is absent due to the death of: grandparent, grandchild, or in-laws shall be granted up to three days leave for such absence. An employee who is absent due to the death of a close relative who lives in the household of the employee shall be granted up to three days leave for such absence. The Superintendent may grant up to two additional days leave if travel or other special circumstances indicate the need, but under no circumstances will bereavement leave exceed five days per incident. Any of the above days not used at the time of death may be used at a later date for settlement of estate. Before commencement of bereavement leave, employee will notify supervisor or Superintendent and length of leave will be determined within above limits.

At the sole discretion of the Superintendent, an employee may be granted time to attend the funeral of a close friend or relative outside the immediate family.

13-6.

Jury Duty: An employee who is called for jury duty service shall be excused from work on the days he/she serves or is required to appear. He/she shall receive, for each day of jury service, a full basic workday's pay less any amounts received for such service, exclusive of mileage and meals, provided the employee furnishes satisfactory evidence of such jury duty.

13-7.

When an employee is excused from jury service before noon, either temporarily or permanently, on any workday, the employee shall promptly report to his/her immediate supervisor and shall complete any remaining hours of his/her workday if required.



13-8.

Court Subpoena: Leave to answer a court subpoena shall be granted by the Superintendent or designee without loss of salary, minus fees received, other than for mileage and meals, provided this paragraph shall not apply in any matter to which the school district is a party and the Union and/or one of its affiliates is also a party, if the subpoena has been issued on behalf of a party adverse to the school district.

13-9.

Maternity Leave: A leave of absence for a female employee who is pregnant will be treated as any other illness or disability.

13-10.

Personal Leave: Nine and ten-month employees shall be granted two days personal leave per year for the first ten years of employment; after 10 years of employment, nine and 10 year employees will be granted one additional day of personal leave. Twelve-month employees shall be granted three personal leave days per year. The leave shall be at the discretion of the employee providing proper notification of such absence shall be made to his or her immediate supervisor at the earliest possible time. No more than three employees can exercise this right on any given day. Requests will be granted on a first come first serve basis.

13-11.

Emergency Leave: Three days per year shall be given for serious situations that arise unexpectedly, urgently requiring immediate attention.

13-12.

Professional Leave: Professional leave may be granted to an employee without loss of pay at the sole discretion of the Superintendent. This provision is intended to encourage reasonable attendance at meetings or conferences during the year for the purpose of improving skills. The cost of any substitute, where needed, may be paid by the school district at the sole discretion of the Superintendent.

13-13

Family Illness Leave: Full-time personnel covered under this agreement may use three (3) days of their own accumulated sick leave per year for family illness. This leave will not be accumulated and may not be carried over to the subsequent year. An illness will not include regularly scheduled doctor and dental appointments. The family shall be defined as the employee's child, step-child, spouse, parents, brother, sister, grandparent, grandchild, in-law, or close relative who resides with the employee.

13-14.

Snow Days: All twelve month employees who choose not to come to work on a snow day shall have the option of either using a personal day, vacation day, or take an unpaid day.

ARTICLE 14  
SAFETY

14-1.

An employee involved in an accident while operating school equipment on school business shall immediately report said accident to his/her supervisor, and is responsible for filling out an accident report promptly, turning in all available names and addresses of witnesses. He/she shall also report any physical injuries sustained by themselves or any other persons involved in such accident.

14-2.

It is the duty of an employee immediately at the end of his/her shift to report all defects in equipment that he/she has used during the shift.

14-3.

An employee upon approval of the employer, who uses his/her own vehicle for school business, will be reimbursed at the standard allowable rate upon submission of an expense form.

ARTICLE 15  
PERIOD OF AGREEMENT

15-1.

This agreement shall be in full force and effect from July 1, 2006 to and including June 30, 2007 and shall continue in full force and effect from year to year thereafter unless written notice to change or modify it is served by either party hereto prior to date of expiration, between September 1, 2006 and September 15, 2006.

15-2

It is further agreed that the pay rate schedules in Article IV, Wages, Salaries and Insurance, shall be effective for the pay period beginning July 1, 2006. Language items become effective upon ratification by both the Board and the Union.

CHAUFFEURS, TEAMSTERS AND  
HELPERS LOCAL UNION NO. 238,  
AFFILIATED WITH THE INTER-  
NATIONAL BROTHERHOOD OF  
TEAMSTERS, CHAUFFEURS,  
WAREHOUSEMEN AND HELPERS  
OF AMERICA

BELLE PLAINE COMMUNITY  
SCHOOL DISTRICT

By: Dary Cunham

Title: Sec. Treasurer

By: Dale L. Walter

Title: Bus. Rep.

By: Marie S. Stratford

Title: President

By: Charmane Wickens

Title: Business Manager /  
Board Secretary

SCHEDULE A  
CUSTODIANS  
2006-07

Name	Months/Days	Daily Hours	Yearly Hours	Hourly	Annual	Benefits
Rod Blount	12/260	8	2080	16.08	33,446.40	5,212.71
Steve Busch	12/260	8	2080	9.38	19,510.40	5,212.71
Dennis Greenlee	12/260	8	2080	12.48	25,958.40	5,212.71
David Hanus	12/260	8	2080	10.97	22,817.60	5,212.71
Peggy Rogers	193 @ 6 hrs.	6	1158	9.06	10,491.48	5,212.71
	67 @ 8 hrs.	8	536	9.06	4,856.16	
Jan Kaplan	12/260		1190	12.77	15,196.30	5,212.71
Keith Weise	12/260	8	2080	10.13	21,070.40	5,212.71
New Employee				8.75	0.00	5,212.71

SCHEDULE B  
BUS DRIVERS  
2006-07

Name	Months/Days	Total Routes	Per Route	Annual
Rod Blount	9/180	180	19.81	3,565.80
Ed Johnston	9/180	360	19.81	7,131.60
Jan Kaplan	9/180	360	22.02	7,927.20
Jan Kaplan (supervisor)	9/180	800 hours	14.68	11,744.00
Keith Rieks	9/180	360	19.81	7,131.60
Julian VanThournout	9/180	360	20.40	7,344.00
New Employee	9/180	360	18.31	6,591.60
Peggy Rogers	9/180		12.21 (hr.)	Time Sheet
Eleanor Roquet	9/180		13.60 (hr.)	Time Sheet

The Board will pay up to a minimum of \$80 for the portion of the required biannual physical not covered by the driver's own medical health plan. Drivers will be required to submit a bill from their physician in order to receive payment for uncovered physical costs.

ACTIVITY TRIPS: The hourly rate for activity trips will remain at \$10.22 per hour for the 2006-07 school year.

BUS WASHING: Drivers will be paid \$5.00 each time the driver washes his/her bus.

SCHEDULE C  
SECRETARIES  
2006-07

Name	Months/Days	Yearly Hours	Hourly	Annual	Benefits
Lisa Cubbage	10/215	1700	9.83	16,711.00	4,446.04
Jane Kolars	10/215	1602.5	11.63	18,637.08	4,446.04
Brenda Miller	10/215	1700	11.73	19,941.00	4,446.04
Dawn Stull	10/215	1700	8.73	14,841.00	4,446.04
H.S Secretary				0.00	
New Employee	10/215	1700	8.43	14,331.00	4,446.04

SCHEUDLE D  
ASSOCIATES  
2006-07

Name	Months/ Days	Daily Hours	Yearly Hours	Hourly	W/Para Ed. Stip.	Annual	Benefits
Colleen Balvin	9/189	7	1323	9.64	10.14	13,415.22	4,088.85
Nelsene Beck	9/189	7.25	1370.25	9.54	10.04	13,757.31	4,088.85
Mary Behaunek	9/189	7.5	1417.5	9.54		13,522.95	4,088.85
Colleen Blanchard	9/189	7	1323	9.08		12,012.84	4,088.85
Jani Drexler	9/189	6.5	1228.5	9.08	9.58	11,769.03	4,088.85
Cathy Frimml	9/189	7	1323	9.54		12,621.42	4,088.85
Florence Hayes	9/189	7.5	1417.5	11.18		15,847.65	4,088.85
Terri Hinschberger	9/189	7.5	1417.5	9.75		13,820.63	4,088.85
Bette Kratoska	9/189	7	1323	8.38		11,086.74	4,088.85
Vickie McElroy	9/189	7.5	1417.5	8.51		12,062.93	4,088.85
Lona Milligan	9/189	7	1323	9.08		12,012.84	4,088.85
Kathy O'Brien	9/189	7.5	1417.5	9.08		12,870.90	4,088.85
Jane Otto	9/189	7.5	1417.5	8.51		12,062.93	4,088.85
Vicki Stanerson	9/189	7.5	1417.5	10.56	11.06	15,677.55	4,088.85
Kim Wickwire	9/189	7.5	1417.5	10.10		14,316.75	4,088.85
New Employee	9/189		0	8.22		0.00	4,088.85

The Board will grant a \$.50 hourly stipend to any associate who completes Title I para-educator training. This stipend will be paid to the eligible associate for each year in which the certification is in force. Associates who hold this certification will be required to earn 45 hours every five years in order to recertify.

GRIEVANCE REPORT

Belle Plaine Community School District

Distribution of Form

1. Union
2. Employee
3. Responsible Administrator
4. Superintendent
5. President, Board of  
Education

\_\_\_\_\_  
Name of aggrieved employee

\_\_\_\_\_  
Step 2:

A. Date of Alleged Violation: \_\_\_\_\_

B. Section(s) of Contract Violated: \_\_\_\_\_

C. Statement of Grievance: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

D. Relief Sought: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

E. Disposition by Responsible Administrator: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Step 3:

If the responsible administrator at Step 2 was the Superintendent, the aggrieved employee should proceed to Step 4 if he/she wants to continue the grievance process.

A. \_\_\_\_\_  
Signature of Aggrieved Employee                      Date Received by Superintendent

B. Disposition by Superintendent: \_\_\_\_\_

**Figure 6**

.....

10.1117/1.3012100

Signature \_\_\_\_\_ Date \_\_\_\_\_

Date \_\_\_\_\_

Step 4:

A. \_\_\_\_\_  
Signature of Aggrieved Employee

\_\_\_\_\_  
Signature of Superintendent

B. \_\_\_\_\_  
Date Submitted to Arbitrator                      Date Received by Arbitrator

C. Disposition by Arbitrator: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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Signature \_\_\_\_\_ Date \_\_\_\_\_

Date \_\_\_\_\_

FORM B  
SENIORITY LISTS  
2006-07

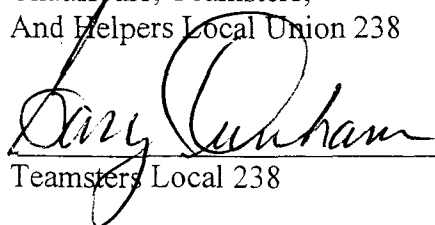
SECRETARIES		BUS DRIVERS	
NAME	DATE OF HIRE	NAME	DATE OF HIRE
Brenda Miller	1/1/79	Jan Kaplan	8/1/91
Jane Kolars	8/1/02	Eleanor Roquet	8/23/00
Dawn Stull	8/5/05	Julian VanThournout	8/23/00
Lisa Cabbage	10/24/05	Rod Blount	5/27/03
		Ed Johnston	9/15/03
		Keith Rieks	9/19/03
ASSOCIATES			
NAME	DATE OF HIRE		
Jane Kolars	8/20/76-8/1/02		
Florence Hayes	8/20/81	CUSTODIANS	
Brenda Miller	11/1/77-1/1/79	NAME	DATE OF HIRE
Vicki Stanerson	8/27/90	Dennis Greenlee	5/27/86
Kim Wickwire	11/15/93	Jan Kaplan	1/13/88-7/31/91
Colleen Balvin	1/8/96	8/1/91 (part-time custodian)	
Nelsene Beck	8/26/96	Florence Hayes	8/15/78-8/19/81
Cathy Frimml	8/26/96	David Hanus	8/1/91
Mary Behaunek	9/16/96	Keith Weise	1/2/97
Kathy O'Brien	10/9/00	Rod Blount	5/27/03
Lona Milligan	9/11/01	Steve Busch	1/26/04
Jani Drexler	9/24/01	Peggy Rogers	1/5/06
Vickie McElroy	8/25/04		
Jane Otto	8/25/04		
Doug Hagemann	1/1/05		
Terri Hinschberger	7/21/05		
Colleen Blanchard	10/6/05		
Bette Kratoska	11/17/05		



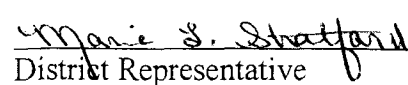
Letter of Understanding  
Between the  
Belle Plaine Community School District  
And the  
Chauffeurs, Teamsters, and Helpers Local Union 238  
July 1, 2006

It is understood by the parties that for the 2006-07 school year, each building secretary will be responsible for making calls for a substitute to replace an employee who will be absent from work in their building. Each secretary will be paid from a pool of money of nine hundred dollars (\$900.00). The percentage amount of dollars each secretary will receive from the pool will be prorated based upon the number of staff for whom they make calls in each building.

Chauffeurs, Teamsters,  
And Helpers Local Union 238

  
Teamsters Local 238 \_\_\_\_\_ Date

Belle Plaine Community School District

 5/23/06  
District Representative \_\_\_\_\_ Date